

City Clerk File No. Ord. 17-048
Agenda No. 3.A 1st Reading
Agenda No. 4.A 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-048

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 12202, LOT 34, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 75 JORDAN AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a new six (6) story building to contain approximately thirty-five (35) market rate residential rental units on the Property, is permitted for a period of five (5) years; and

WHEREAS, 75 Jordan Development, LLC [Entity], is the owner of Property designated as Block 12202, Lot 34, on the City's Tax Map and more commonly known by the street address of 75 Jordan Avenue, Jersey City, NJ; and

WHEREAS, the Entity now plans to construct a new six (6) story building to contain approximately thirty-five (35) market rate residential rental units; and

WHEREAS, construction will be substantially complete on or about December 2018; and

WHEREAS, on or about February 21, 2017, the Entity filed an application for a five (5) year tax exemption to construct a new market rate rental Project, a copy of which application is attached hereto; and

WHEREAS, 75 Jordan Development, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of \$21,586) a tax payment for the new improvements on the property, as follows:

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 12202, LOT 34, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF JORDAN AVENUE

- (a) 2018: the tax year in which the structure will be completed, \$0 taxes due on improvements;
- (b) 2019: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$19,579;
- (c) 2020: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$39,158;
- (d) 2021: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$58,737; and
- (e) 2022: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$78,316;

WHEREAS, the Tax Assessor has determined that the new construction will generate an additional tax payment of \$21,586 for land and \$97,895 for improvements, for a total of \$119,481 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the commercial Project is eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of \$119,481; and

WHEREAS, 75 Jordan Development, LLC, has agreed to pay the sum of \$52,500 to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new six (6) story building to contain approximately thirty-five (35) market rate residential rental units, located in Block 12202, Lot 34, and more commonly known by the street address of 75 Jordan Avenue, Jersey City, N.J., is hereby approved.

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed, \$0 taxes;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 12202, LOT 34, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF JORDAN AVENUE

- (ii) Year 2: the second tax year, 20% of taxes otherwise due on improvements, estimated to be \$19,579;
- (iii) Year 3: the third tax year, 40% of taxes otherwise due on improvements, estimated to be \$39,158;
- (iv) Year 4: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be \$58,737; and
- (v) Year 5: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be \$78,316.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1,500 x 35 market rate rental units, for a total of \$52,500.

3. An obligation to execute a Project Employment and Contracting Agreement and Project Labor Agreement to insure employment and other economic benefits to City residents and businesses.
4. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project achieves Substantial Completion within thirty-six (36) months of the date of adoption of the within Ordinance.
5. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 12202, LOT 34, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF JORDAN AVENUE

6. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH/he
4/17/17

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 12202, LOT 34, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 75 JORDAN AVENUE.

Initiator

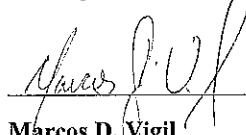
Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

The applicant, 75 Jordan Development, LLC, is applying for a five (5) Year tax abatement for a six (6) story, thirty-five (35) unit market rate residential rental project pursuant to N.J.S.A. 40 A: 21-1 et seq. The property is located at 75 Jordan Avenue between Mercer and Vroom Streets.

I certify that all the facts presented herein are accurate.



Marcos D. Vigil
Deputy Mayor

April 18, 2017

Date

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the ____ day of ____, 2017, between the **CITY OF JERSEY CITY** [City] and **75 JORDAN DEVELOPMENT, LLC** [Recipient], having its principal office at 390 Broadway, 4th Floor, New York, NY 10013.

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
5. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
6. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
7. "Local Business" means a bona fide business located in Jersey City.
8. "Minority" means a person who is defined as such under federal or state law.
9. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
10. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce

Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.

11. "Office of Tax Abatement and Compliance" located at 15 East Linden Avenue, Suite 200. The Office of Tax Abatement and Compliance, under the Department of Administration, is in charge of monitoring projects receiving tax abatements and monitoring Project Employment & Contracting Agreements.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.

21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix 1. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix 2.

IV. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____, approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

V. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

VI. Good Faith Defined. Construction Jobs:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Office of Diversity and Inclusion for local and minority vendors for any

construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Office of Diversity and Inclusion at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. Good Faith Defined. Permanent Jobs:

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.

- v) the Recipient's goals and how it plans to meet these goals.
 - vi) any other issues which need to be addressed.
- B. Subcontractor Notification: If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.
- C. Subcontractor Pre-Hiring Job Awareness Meeting: Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors: Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan: Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman

resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

VIII. Good Faith Defined. Business Contracts

- A. Good Faith shall mean compliance with all of the following conditions:
 - i) Solicitation of Businesses:
 - a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
 - b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
 - c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
 - d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an

advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
 - f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
 - g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
 - h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
 - i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
 - j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.
- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

IX. Good Faith Defined. Commercial Tenants at the Project Site

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. Notices of Violation:

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have seven (7) days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a

material breach of any of the above terms and conditions and after notice and expiration of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non-compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
2. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
3. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

75 Jordan Development, LLC
390 Broadway, 4th Floor
New York, NY 10013
Attn: Diego Hodara

With a copy to:

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City
Office of Tax Abatement Compliance
15 East Linden Avenue, Suite 200
Jersey City, New Jersey 07305
Att: Office Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue - 2nd Floor
Jersey City, New Jersey 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

75 JORDAN DEVELOPMENT, LLC

Diego Hodara
Managing Member

TIER ONE (5 YEAR)
4/17/17
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this _____ day of _____, 2017, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **75 JORDAN DEVELOPMENT, LLC** [Applicant/Owner], whose principal place of business is 390 Broadway, 4th Floor, New York, NY 10013.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

WHEREAS, the Applicant is owner of certain property located at 75 Jordan Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 12202, Lot 34 on the Tax Assessor's Map, more commonly known by the street address of 75 Jordan Avenue, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about February 21, 2017, the Applicant applied for a five year tax exemption to construct a new six (6) story building to contain approximately thirty-five (35) market rate residential rental units on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance _____ on _____.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new six (6) story building to contain approximately thirty-five (35) market rate residential rental units [Improvements] on the Property, as further described in the Application, attached hereto

as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance____, which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$19,579;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$39,158;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$58,737; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$78,316.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of **\$7,000** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full years beginning the first day of the month after the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project

is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$52,500 or \$1,500 per unit x 35 units, as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;

- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment & Contracting Agreement which is attached hereto as Exhibit C.

ARTICLE XII: PROJECT LABOR AGREEMENT AND LIVING WAGE REQUIREMENT (Projects with Construction Exceeding \$25 Million)

The Applicant shall execute a Project Labor Agreement as required by Ordinance 07-123 as it exists or as it may be amended from time to time.

The Applicant also agrees to comply with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. All janitors and unarmed security guards employed at the Projects, including any and all tenants or subtenants of the developer, shall not be paid less than the standard hourly rate of pay and benefits for their respective classifications and shall be provided with paid leave in accordance with the provisions of the Jersey City Municipal Code Section 3-51G(1).

ARTICLE XIII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant:

75 Jordan Development, LLC
390 Broadway, 4th Floor
New York, NY 10013
Attn: Diego Hodara

ARTICLE XIV: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

WITNESS:

75 JORDAN DEVELOPMENT, LLC

BY: _____

Diego Hodara, Member

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

BY: _____

Robert J. Kakoleski
Business Administrator

75 Jordan Avenue LLC
 BLOCK 12202 Lot 34
 75 Jordan Avenue

12202-34

Block	Lot		Existing Assessments	New Assessments	Assessment (Phased-In)
12202	34	Land	63,900	280,300	-
		Bldg	212,700	1,271,200	1,271,200
		Total	276,600	1,551,500	1,271,200

**Est. In-Lieu of Full Property Tax On Such Propety An
 Amount Equal To A Percentage Of Taxes Otherwise Due,
 According To The Following Schedule:**

Stage

1	In the first full tax year after completion, no payment in lieu of taxes otherwise due;	0
2	In the second tax year, an amount equal to 20% of conventional taxes otherwise due, estimated to be the sum of;	\$ 19,579.02
3	In the third tax year, an amount equal to 40% of conventioal taxes otherwise due, estimated to be the sum of ;	\$ 39,158.04
4	In the fourth tax year, an amount equal to 60% of conventioanal taxes otherwise due, estimated to be the sum of;	\$ 58,737.07
5	In the fifth tax year, an amount equal to 80% of conventional taxes otherwise due, estimated to be the sum of;	\$ 78,316.09
AT THE EXPIRATION OF THE EXEMPTION, THE PROJECT'S NEW IMPROVEMENT TAXES		\$ 97,895.11

11/10/2016

FISCAL IMPACT COST PROJECTION (TIER 1 - 5 YEAR)

Block: 12202 Lot: 34 Loc: 75 JORDAN AVE.

Market Rate Units	Number of Units	Demographic Multipliers (Transit Oriented Development)*		Total		Annual Expenditures		Total Annual Expenditures		
		Household	Students	Residents	Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
Studio	11	1.000	0.000	11.00	0.00	\$1,172.97	\$3,673.00	\$12,902.70	\$0.00	\$12,902.70
1 Bedroom	19	1.421	0.050	27.00	0.95	\$1,172.97	\$3,673.00	\$31,669.09	\$3,489.35	\$35,158.44
2 Bedroom	5	2.012	0.120	10.06	0.60	\$1,172.97	\$3,673.00	\$11,800.11	\$2,203.80	\$14,003.91
TOTAL	35			48.06	1.55			\$56,371.90	\$5,693.15	\$62,065.05

1. Total Municipal Ratables		\$6,093,045,337	4. CY 2016 Budget		\$570,918,095	6. Population of Jersey City (2014 Census)		262,146	9. Increase in Services Incurred Per Development		\$ 62,065.05
2. Residential Ratables		\$3,281,646,604				7. Per Capita Municipal Cost		\$1,172.97	10. Anticipated Taxes (77.01 w/ 2% Annual Increase)		
Commercial Ratables		\$1,524,059,780							1st Year		\$ 21,585.90
						8. Annual Expenditures Per Student**		\$3,673.00	2nd Year		\$ 41,988.22
3. Residential Ratables as a Percentage of Total Ratables		53.86%	5. Residential Portion		\$307,490,150				3rd Year		\$ 63,198.00
									4th Year		\$ 85,239.38
									5th Year		\$ 108,137.13
									11. Implied Surplus (Cost)		
									1st Year		\$ (40,479.15)
									2nd Year		\$ (20,076.83)
									3rd Year		\$ 1,132.95
									4th Year		\$ 23,174.32
									5th Year		\$ 46,072.08

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

**Source: 2015-2016 Jersey City Municipal Cost Per Pupil

NEW ASSESSMENT AFTER IMPROVEMENTS

LAND: 280,300
BLDG: 1,271,200

DATE: February 21, 2017

TO: John Hallanan (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Officer - Tax Collector's Office

SUBJECT: FIVE YEAR TAX ABATEMENT: MARKET RATE RESIDENTIAL RENTAL PROJECT
75 Jordan Development, LLC - Block 12202 Lot 34

CC: J. Monahan, E. Borja, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, R. Field, P. Leandre, K. Kane

INTRODUCTION:

The applicant, 75 Jordan Development, LLC, is applying for a five (5) Year tax abatement for a six (6) story, thirty-five (35) unit market rate residential rental project pursuant to N.J.S.A. 40 A: 21-1 et seq. A fee of \$7,000 was paid with the application.

LOCATION OF THE PROPERTY:

The property is located at 75 Jordan Avenue between Mercer and Vroom Streets. It is Block 12202, Lot 34 on the Jersey City Tax Map. The property is located in the R-1 Zone. Height and bulk variances were granted.

PROPERTY TO BE CONSTRUCTED:

The project will be a six (6) story building with thirty-five market rate (35) residential rental units.

The residential units are as follows:

<u>Unit Type</u>	<u>Number of Units</u>
Studio	11
One Bedroom	19
Two Bedroom	<u>5</u>
Total	<u>35</u>

TOTAL CONSTRUCTION COST:

The cost of construction is certified by the applicant's architect, Eli Martin, at \$5,742,069.

The cost of labor is projected at \$2,296,828. and materials at \$3,445,241. Total project cost is projected at 10,736,156.

CONSTRUCTION SCHEDULE:

Applicant is prepared to start construction start once all approvals are in place. Completion is projected within eighteen (18) months of commencement.

ESTIMATED JOBS CREATED:

The applicant estimates fifty-seven (57) full-time equivalent jobs during construction and no post construction positions are anticipated. Based upon the projected cost of construction a Project labor agreement is not required. However; the applicant will execute a Project Employment and Contracting Agreement.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:

AHTF Payment
75 Jordan Avenue

		Rate	Amount
Residential Units	35	\$1,500.00	\$52,500.00
Parking Sq. Ft.	5,560	\$1.50	\$8,340.00

Total AHTF Payment	<u>\$60,840.00</u>
-----------------------	--------------------

CURRENT REAL ESTATE TAXES:

The new assessment provided by the Tax Assessor for the land is \$280,300 and the proposed building assessment is \$1,271,200. Based upon that assessment at the current rate of \$77.01 the tax for the land is \$21,586. The full tax on the improvements at current the rate is \$97,895.

PROPOSED ABATEMENT:

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay the full tax for the land tax in each and every year of the abatement and has proposed a phase-in of the assessment on improvements.

In year one (1) the applicant proposes no taxes on improvements.

In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements.

The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

PROPOSED REVENUE TO THE CITY:

Block 12202 Lot 34

Tax Projections on Improvements Only

75 Jordan Avenue						Five Year
Year	1	2	3	4	5	Totals
Current Tax Rate	77.01	78.55	80.12	81.72	83.36	
Full Tax on Improvements	97,895.11	99,853.01	101,850.07	103,887.08	105,964.82	509,450.09
Phase in %	0%	20%	40%	60%	80%	
Phase in Tax on improvements	0.00	19,970.60	40,740.03	62,332.25	84,771.85	207,814.73
Exempted Tax	97,895.11	79,882.41	61,110.04	41,554.83	21,192.96	301,635.36

Assumes 2% Annual Tax Rate Increase

Per Tax Assessor

Assessments

Land \$280,300

Improvements \$1,271,200

Total \$1,551,500

The total phased-in tax on improvements projected to be paid for the five-year term of the abatement is \$207,814.73.

The total tax exempted on the improvements for the term is \$301,635.36. The Tax Assessor set the assessment based upon information provided by the Applicant.

The schedule above adds a two percent (2%) annual increase in the tax rate. The Assessor's Schedule does not include a projected increase in the Tax Rate.

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-048
TITLE: 3.A APR 26 2017 4.A MAY 10 2017

An ordinance approving a five (5) year tax exemption pursuant to the provisions of N.J.S.A. 40A:21-1, et seq., and Section 304-12 of the Municipal Code for property designated as Block 12202, Lot 34, on the City's tax map and more commonly known by the street address of 75 Jordan Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 26 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 10 2017 9-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

Mike Kulowski

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____				& adopted							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAY 10 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 26 2017

Adopted on second and final reading after hearing on MAY 10 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 10 2017

Robert Byrne, City Clerk
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President
Date MAY 10 2017

APPROVED:

Steven M. Fulop, Mayor
Date MAY 12 2017

Date to Mayor MAY 11 2017

City Clerk File No. Ord. 17-049
Agenda No. 3.B 1st Reading
Agenda No. 4.B 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-049

TITLE: **ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR DIRECTOR OF HEALTH EDUCATION**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

A. The following supplements to Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code are adopted:

Labor Grade

Title

*

Director of Health Education

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

**Pursuant to N.J.S.A. 40:69A-43a.*

NR/he
4/18/17

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

E.O. _____

_____, 2017

EXECUTIVE ORDER OF THE MAYOR
OF THE
CITY OF JERSEY CITY

CLASSIFIED POSITIONS FOR CITY EMPLOYEES

Pursuant to the Faulkner Act, N.J.S.A. 40:69A-48, as amended by L.1985, c.374, the Mayor is now authorized to set the salaries, wages or other compensation of all employees of administrative departments except department directors and employees whose salaries are required to be set by ordinance.

Pursuant to this authorization, I issue the following Executive Order establishing guidelines for salaries and wages of those employees whose salaries are set by the Mayor:

Labor Grade

Title

35

Director of Health Education

This order shall take effect immediately.

Very truly yours,

STEVEN M. FULOP, MAYOR

SMF/he

cc: Robert J. Kakoleski, Business Administrator
Jeremy Farrell, Corporation Counsel
Robert Byrne, City Clerk
Donna Mauer, Chief Financial Officer
Nancy Ramos, Personnel Director

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES)
OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR (Director of
Health Education)**

Initiator

Department/Division	Human Resources	Workforce Management
Name/Title	Nancy Ramos	Director of Human Resources
Phone/email	(201) 547-5217	nancyr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To establish a new title for (Linda Ivory-Green) in accordance with New Jersey Department of Civil Services Commission Rules and Regulations

I certify that all the facts presented herein are accurate.



Signature of Department Director

4/8/17

Date

Ordinance/Resolution Fact Sheet

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketch summary sheets will be returned with the resolution or ordinance. The Department, Division, or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate state of facts.

Full Title of Ordinance/Resolution/Cooperation Agreement:

Director of Health Education

Name & Title of Person Initiating Ordinance/Resolution, Etc.:

Nancy Ramos, Human Resources Director

Concise Description of the Program, Project, or Plan Proposed in the Ordinance:

To establish a new title in accordance with New Jersey dept. of Civil Services Commission and Regulations

Reasons for the Proposed Program, Project, Etc.:

Anticipated Benefits to the Community:

Cost of Program, Project, Etc.:(Indicate the dollar amount of City, State, Federal funds to be used as well as match and in-kind contributions.)

Date Proposed Program or Project will Commence: _____

Anticipated Completion Date: _____

Person Responsible for Coordinating Proposed Program, Project Etc.: _____

Additional Comments:

Union Affiliation - Management Labor Grade: 35

I Certify That All Facts Present Herein Are Accurate.

4/18/17
Date

Nancy Ramos
Department Director

Date Submitted to Law Department 4/18/17

New Title

Title: Director of Health Education

Department: Health and Human Services

Division: Summer Food Program

Labor Grade: 35

Min. \$24,400

Max. \$72,275

Union: Management

*Linda Ivory-Green
10 55 Iron bound Ave.
Plainfield, NJ 07060*

SALARY: \$71,673

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-049
TITLE: 3.B APR 26 2017 4.B MAY 10 2017

Ordinance supplementing Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code to create a new classified position for Director of Health Education.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 26 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 10 2017											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>RIVERA</u> to close P.H. 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

Mike Kulowski

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAY 10 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 26 2017

Adopted on second and final reading after hearing on MAY 10 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 10 2017

Robert Byrne, City Clerk
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date MAY 10 2017

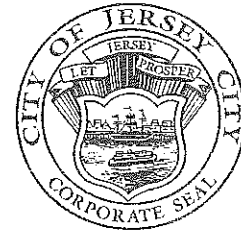
APPROVED:

Steven M. Fulop, Mayor
Steven M. Fulop, Mayor

Date MAY 12 2017

Date to Mayor MAY 11 2017

City Clerk File No. Ord. 17-050
Agenda No. 3.C 1st Reading
Agenda No. 4.C 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-050

TITLE: **ORDINANCE AUTHORIZING THE CITY OF JERSEY TO EXTEND THE
LEASE OF CITY-OWNED PROPERTY AT 103-105 OXFORD AVENUE
TO THE JERSEY CITY PUBLIC SCHOOLS**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City (City) is the owner of property located at 103-105 Oxford Avenue a/k/a Block 1801, Lots 76 and 78 (Property); and

WHEREAS, the Property is approximately 2,280 square feet and is a paved parking lot that has eighteen (18) parking spaces; and

WHEREAS, the Jersey City Public Schools (School District) has been using the Property as a parking lot for its maintenance vehicles; and

WHEREAS, the City entered into a five (5) year lease commencing on May 1, 2012, with the School District via City Ordinance 12-033, which terms ends April 30, 2017 ("Lease Agreement"); and

WHEREAS, the School District desires to continue using the Property for this purpose; and

WHEREAS, the City agrees to extend the lease of the Property to the School District for the sum of One Dollar (\$1.00) a year; and

WHEREAS, the term of the Lease Agreement shall be extended another (5) years commencing on May 1, 2017, via the Lease Extension Agreement attached hereto, and the City shall have the right to terminate the Lease Agreement at any time without cause by providing sixty (60) days' notice to the School District; and

WHEREAS, N.J.S.A. 40A:12-13(b)(1) and N.J.S.A. 40A:12-19 provide that a municipality may convey an interest in property to a public body corporate and politic for nominal consideration.

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the attached Lease Agreement Extension with the School District for the Property located at 103-105 Oxford Street subject to the following terms and conditions:
 - (I) the term of the Lease Extension Agreement shall be five (5) years commencing on May 1, 2017 and ending on April 30, 2023;
 - (ii) the City shall have the right to terminate the Lease Agreement without cause at any time by providing sixty (60) days' notice to the School District;
 - (iii) the annual rent shall be \$1.00;

- (iv) the School District shall use the Property for parking eighteen (18) maintenance vehicles and for no other purposes whatsoever;
 - (v) the School District shall keep the Property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter, and shall keep the sidewalks in front of the Property free of ice, snow and debris;
 - (vi) the School District shall indemnify, defend, and hold the City and its officers, agents and employees harmless from any and all claims of personal injury and property damage arising out of the School District's occupancy and use of the Property; and
 - (vii) the City shall have the right to terminate the lease at any time without cause by providing sixty (60) days' notice to the School District.
2. The Lease Extension Agreement shall be substantially in the form of the attached, subject to such modifications as the Corporation Counsel or Business Administrator deems necessary or appropriate.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect in the manner as prescribed by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

BD
4/10/17

NOTE:

All new material is underlined; words in {brackets} are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____

Business AdministratorCertification Required ☐Not Required ☐

LEASE EXTENSION AGREEMENT

This **Lease Extension Agreement** is made as of **May 1, 2017** between the **City of Jersey City**, a Municipal Corporation [*Landlord*] and **Jersey City Public Schools**, a public corporation of the State of New Jersey [*Tenant*].

1. The original **Lease** dated as of May 1, 2012 relates to approximately 2,280 square feet of space, a paved parking lot that has eighteen (18) parking spaces, located at 103-105 Oxford Ave. a/k/a Block 1801, Lots 76 and 78, in Jersey City, NJ.
2. The parties have agreed to **extend** the **lease**, from its expiration date of April 30, 2017 until April 30, 2023.
3. Rent during the extension shall be paid as follows:

A nominal consider of \$1.00 during the term of the lease.
4. All other terms of the original **lease**, that have not **modified** by this extension agreement, shall remain in full force and effect.

In witness whereof the parties have executed this agreement on _____, 2017 to be effective as of May 1, 2017.

LANDLORD
ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert Kakolesski
Business Administrator

TENANT
WITNESS:

JERSEY CITY PUBLIC SCHOOLS

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXTEND THE LEASE OF CITY-OWNED PROPERTY AT 103-105 OXFORD AVENUE TO THE JERSEY CITY PUBLIC SCHOOLS.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance/Resolution Purpose

The City entered into a five (5) year lease with the Jersey City Public Schools (School District) commencing on May 1, 2012 and ends April 30, 2017 via Ordinance #12-034. The School District has been using the property as a parking lot for 18 parking spaces for its maintenance vehicles. The School District desires to continue using the Property for this purpose for the sum of One Dollar (\$1.00) a year. The term of the Lease Agreement shall be extended for another five (5) years commencing on May 1, 2017. The City shall have the right to terminate the Lease Agreement at any time without cause by providing sixty (60) days' notice to the School District.

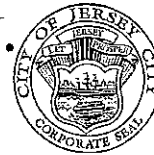
I certify that all the facts presented herein are accurate.



Signature of Department Director

4/26/17
Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. _____ Ord. 17-050
TITLE: _____ 3.C APR 26 2017 4.C MAY 10 2017

Ordinance authorizing the City of Jersey City to extend the lease of city owned property at 103-105 Oxford Avenue to the Jersey City Public Schools. (Lot)

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 26 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 10 2017 9-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAY 10 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 26 2017

Adopted on second and final reading after hearing on MAY 10 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 10 2017
Robert Byrne, City Clerk

*Amendment(s):

APPROVED: [Signature]
Rolando R. Lavarro, Jr., Council President

Date MAY 10 2017

APPROVED: [Signature]
Steven M. Fulop, Mayor

Date MAY 12 2017

Date to Mayor MAY 11 2017

City Clerk File No. Ord. 17-051

Agenda No. 3.D 1st Reading

Agenda No. 4.D. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-051

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY TO EXTEND THE
LEASE OF CITY-OWNED PROPERTY AT 109 OXFORD AVENUE TO
THE JERSEY CITY PUBLIC SCHOOLS**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City (City) is the owner of property located at 109 Oxford Avenue a/k/a Block 19301, Lots 19 (Property); and

WHEREAS, there is an approximately 4,932 square foot two story building on the Property; and

WHEREAS, the Jersey City Public Schools (School District) has been using the Property for storing electrical and labor staff maintenance supplies; and

WHEREAS, the City entered into a five (5) year lease commencing on May 1, 2012, with the School District via City Ordinance 12-033, which terms ends April 30, 2017 ("Lease Agreement"); and

WHEREAS, the School District desires to continue using the Property for this purpose; and

WHEREAS, the City agrees to extend the lease of the Property to the School District for the sum of One Dollar (\$1.00) a year; and

WHEREAS, the term of the Lease Agreement shall be extended another (5) years commencing on May 1, 2017, via the Lease Extension Agreement attached hereto, and the City shall have the right to terminate the Lease Agreement at any time without cause by providing sixty (60) days' notice to the School District; and

WHEREAS, N.J.S.A. 40A:12-13(b)(1) and N.J.S.A. 40A:12-19 provide that a municipality may convey an interest in property to a public body corporate and politic for nominal consideration.

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the attached Lease Agreement Extension with the School District for the Property located at 109 Oxford Avenue subject to the following terms and conditions:
 - (I) the term of the Lease Extension Agreement shall be five (5) years commencing on May 1, 2017 and ending on April 30, 2023;
 - (ii) the City shall have the right to terminate the Lease Agreement without cause at any time by providing sixty (60) days' notice to the School District;
 - (iii) the annual rent shall be \$1.00;

- (iv) the School District shall use the Property for storing electrical and labor staff maintenance supplies and for no other purposes whatsoever;
 - (v) the School District shall keep the Property and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter, and shall keep the sidewalks in front of the Property free of ice, snow and debris;
 - (vi) the School District shall indemnify, defend, and hold the City and its officers, agents and employees harmless from any and all claims of personal injury and property damage arising out of the School District's occupancy and use of the Property; and
 - (vii) the City shall have the right to terminate the lease at any time without cause by providing sixty (60) days' notice to the School District.
 - (viii) the School District shall be responsible for paying the cost of all utilities;
2. The Lease Extension Agreement shall be substantially in the form of the attached, subject to such modifications as the Corporation Counsel or Business Administrator deems necessary or appropriate.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect in the manner as prescribed by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

PR
4/25/17

NOTE:

All new material is underlined; words in ~~[brackets]~~ are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

LEASE EXTENSION AGREEMENT

This **Lease Extension Agreement** is made as of **May 1, 2017** between the **City of Jersey City**, a Municipal Corporation [*Landlord*] and **Jersey City Public Schools**, a public corporation of the State of New Jersey [*Tenant*].

1. The original **Lease** dated as of May 1, 2012 relates to approximately 4,932 square feet of space, including a two-story brick building, located at 109 Oxford Ave. a/k/a Block 19301, Lots 19, in Jersey City, NJ.
2. The parties have agreed to **extend** the **lease**, from its expiration date of April 30, 2017 until April 30, 2023.
3. Rent during the extension shall be paid as follows:
A nominal consider of \$1.00 during the term of the lease.
4. All other terms of the original **lease**, that have not **modified** by this extension agreement, shall remain in full force and effect.

In witness whereof the parties have executed this agreement on _____, 2017 to be effective as of May 1, 2017.

**LANDLORD
ATTEST:**

CITY OF JERSEY CITY

**Robert Byrne
City Clerk**

**Robert Kakoleski
Business Administrator**

**TENANT
WITNESS:**

JERSEY CITY PUBLIC SCHOOLS

PRESS (Q) uery, (N) ext, (P) revious, (A) dd, (U) pdate, (R) emove, (O) utput (B) ye
(S) creen ** 1: prc file**

-----Screen: 1 of 5

0906 Block: 19301 Lot: 19 Q: M
Prior Block: 1801 Lot: 84.A Q: 09/21/05
Loc: 109 OXFORD AVE. 06 JERSEY CITY, NJ 00000
Owner: CITY OF JERSEY CITY Billing Code: 00000
Street: 280 GROVE ST Account Num: 00291849
Town: JERSEY CITY, NJ Zip: 07302 Mtg Acct#:
Class: 15C Deductions: S 0 V 0 W 0 R 0 D 0 Own: 1 Amt: 0
SaleD: 07/01/73 Bk: 3145 Pg: 857 Price: 0 NU#: Cd: R: 0.00

	2017	2018	Taxes	2016	Exemptions/Abatements
Land:	41000	41000	(57):	0.00	1 0
Impr:	68500	68500		2017	2 0
	0	0	(58):	0.00	3 0 NetCalc
Net:	109500	109500	Partial:	4	0 0

Land Dim: 53.61X92X53X91 Class4Cd: YrBlt: Neigh:
Bldg Desc: 2S-B-G-H BldgClass: SF: 0
Addl Lots: Type/Use: PrcSF 0 UCd: 777
Style: Zone: Map: 193

1 record(s) found

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXTEND THE LEASE OF CITY-OWNED PROPERTY AT 109 OXFORD AVENUE TO THE JERSEY CITY PUBLIC SCHOOLS.

Initiator


Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance/Resolution Purpose

The City entered into a five (5) year lease with the Jersey City Public Schools (School District) commencing on May 1, 2012 and ends April 30, 2017 via Ordinance #12-034. The School District has been using the property for storing electrical and maintenance supplies. The School District desires to continue using the Property for this purpose for the sum of One Dollar (\$1.00) a year. The term of the Lease Agreement shall be extended for another five (5) years commencing on May 1, 2017. The City shall have the right to terminate the Lease Agreement at any time without cause by providing sixty (60) days' notice to the School District.

I certify that all the facts presented herein are accurate.



Signature of Department Director

4/26/17
Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-051
TITLE: 3.D APR 26 2017 4.D MAY 10 2017

Ordinance authorizing the City of Jersey City to extend the lease of city owned property at 109 Oxford Avenue to the Jersey City Public Schools. (Building)

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 26 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 10 2017 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAY 10 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 26 2017

Adopted on second and final reading after hearing on MAY 10 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 10 2017

Robert Byrne, City Clerk
Robert Byrne, City Clerk

*Amendment(s)

APPROVED:

Rolando B. Lavarro, Jr., Council President
Date MAY 10 2017

APPROVED:

Steven M. Fulop, Mayor
Date MAY 12 2017

Date to Mayor MAY 11 2017

City Clerk File No. Ord. 17-052

Agenda No. 3.E 1st Reading

Agenda No. 4.E 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-052

TITLE:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE FOR CHAPTER 345, ARTICLE III,
SECTION 31, APPLICATIONS AND CHECKLISTS**

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, removing a digitized version of the City's General Development Application from the Land Development Ordinance will facilitate staff to make updates as necessary and to make a digital version available online in order to streamline submission and data management processes; and

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and

WHEREAS, the Planning Board at its meeting of April 11, 2017 did vote to recommend that the Municipal Council adopt these amendments to Chapter 345, Article III, Section 31 of the Land Development Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as follows (Material indicated by strikethrough ~~like this~~ is existing material that is intended to be deleted. Material indicated by bold italic *like this* is new material that is intended to be enacted):

Amendment to Jersey City Land Development Ordinance for Chapter 345, Article III, Section 31, Applications and Checklists:

No ~~submission~~ application for development shall be deemed valid or a complete *application* unless the items, information and documentation listed in the applicable checklist are submitted to the Division of City Planning. If any required item is not submitted, the applicant must request in writing a waiver and state the reasons supporting each such request.

A. General Development Application.

The Division of City Planning maintains and makes updates as necessary to the General Development Application. A copy of the Application is available upon request from Division of City Planning staff or a digital version is accessible through the City's official website.


DELETE digitized version of the General Development Application from the Land Development Ordinance.

NO OTHER CHANGES

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE FOR CHAPTER 345, ARTICLE III,
SECTION 31, APPLICATIONS AND CHECKLISTS**

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Annisia Cialone, AICP, LEED AP
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: 

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE FOR CHAPTER 345, ARTICLE III, SECTION 31, APPLICATIONS AND CHECKLISTS

Initiator

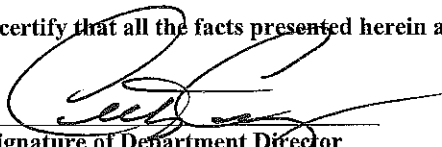
Department/Division	HEDC	City Planning
Name/Title	Annisia Cialone, AICP, LEED AP Matt Ward, PP, AICP	Director Senior Planner <i>MW</i>
Phone/email	201-547-5010	acialone@jcnj.org mward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Ordinance will amend § 345-31 of the Land Development Ordinance to delete the digitized version of the General Development Application. This was one of many recommendations from the Zucker Report, which analyzed and gave recommendations for all of H.E.D.C. operations and divisions. This amendment will allow staff to make updates to the General Development Application as necessary and work toward moving submissions online. Staff is currently working with the I-Team to roll out online submission of the General Development Application and this amendment will help us tailor the application to online platforms.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/17/17
Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE FOR CHAPTER 345, ARTICLE III, SECTION 31, APPLICATIONS AND CHECKLISTS

This Ordinance will amend § 345-31 of the Land Development Ordinance to delete the digitized version of the General Development Application. This was one of many recommendations from the Zucker Report, which analyzed and gave recommendations for all of H.E.D.C. operations and divisions. This amendment will allow staff to make updates to the General Development Application as necessary and work toward moving submissions online. Staff is currently working with the I-Team to roll out online submission of the General Development Application and this amendment will help us tailor the application to online platforms.

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-052
TITLE: 3.E APR 26 2017 4.E MAY 10 2017

Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Land Development Ordinance for Chapter 345, Article III, Section 31, applications and checklists.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 26 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 10 2017 9-0											
Councilperson <u>LAVARRO</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAY 10 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 26 2017

Adopted on second and final reading after hearing on MAY 10 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 10 2017

Robert Byrne, City Clerk
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date MAY 10 2017

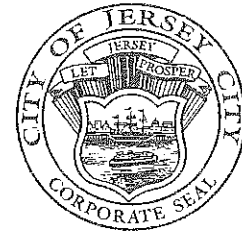
APPROVED:

Steven M. Fulop, Mayor

Date MAY 12 2017

Date to Mayor MAY 11 2017

City Clerk File No. Ord. 17-054
Agenda No. 3.G 1st Reading
Agenda No. 4.F 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-054

TITLE ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT), ARTICLE IX (DEPARTMENT OF PUBLIC WORKS) OF THE JERSEY CITY MUNICIPAL CODE AMENDING THE DIVISION OF NEIGHBORHOOD IMPROVEMENT

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

A. The following amendments and supplements to Chapter 3 (Administration of Government) Article IX (Department of Public Works) are hereby adopted:

**CHAPTER 3
Administration of Government
ARTICLE IX
Department of Public Works**

§3-66. Through §3-70. No Change.

§3-70.1. - Division of Neighborhood Improvement.

- A. Creation of the Division of Neighborhood Improvement; Director of Division of Neighborhood Improvement in charge. There is hereby created within the Department of Public Works, the Division of Neighborhood Improvement, the head of which shall be the Director of the Division of Neighborhood Improvement.
- B. Under the supervision of the Director of Public Works and of the Division, Neighborhood Managers the Director of the Division of Neighborhood Improvement and employees designated by the Director of Public Works shall:
- (1) Direct the daily operations of all aspects of the Neighborhood Improvement Districts program within an assigned Neighborhood Improvement District.
 - (2) Act as a resident liaison through scheduling and attending neighborhood meetings, soliciting input and program evaluation, soliciting service requests, producing work orders and monitoring City employee performance regarding said requests.
 - (3) Monitor any public works contracts specifically designed to enhance a particular Neighborhood Improvement District for timely and satisfactory performance on a scheduled and random basis.
 - (4) Secure abandoned properties.
- C. Designated Employees shall comply with the following requirements:
- (1) All Designated Employees must complete the City's Neighborhood Improvement District Summons Training Program prior to issuing any summonses.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT), ARTICLE IX (DEPARTMENT OF PUBLIC WORKS) OF THE JERSEY CITY MUNICIPAL CODE AMENDING THE DIVISION OF NEIGHBORHOOD IMPROVEMENT

(2) All Designated Employees must be in good standing with respect to their employment with the City.

(3) All Designated Employees must be full-time employees with the City.

~~{C}D.~~ ~~[Neighborhood Managers]~~ Designated employees, under the supervision of the Director of Neighborhood Improvement, and in cooperation with relevant City agencies, are authorized to issue summonses for the violation of the following City ordinances:

(1) Chapter 296 (Streets and Sidewalks),

(a) Article I (Snow and Ice Removal), section(s):

- [a] Section 296-1 (Duties of owners or occupants; time for removal);
- [b] Section 296-2 (Snow removal);
- [c] Section 296-3 (Ice removal);
- [d] Section 296-4 (Injury to pavement; spreading of ashes, sawdust or sand); and
- [e] Section 296-5 (Deposit of harmful substances prohibited; rock salt).

(b) Article II (Sidewalk Cleaning), section(s):

- [a] Section 296-8 (Dirty and littered condition prohibited);
- [b] Section 296-10 (Duty of owners, occupants and workers; depositing materials in streets or gutters);
- [c] Section 296-11 (Areas of property to be kept clean);

(c) Article III (Curb and Sidewalk Improvements), section(s):

- [a] Section 296-15 (Unauthorized objects on streets and sidewalks);
- [b] Section 296-16 (Reflectors required for objects placed on streets or sidewalks);
- [c] Section 296-17 (Removal of unauthorized objects);

(2) Chapter 287 (Solid Waste)~~[Article I (Storage, Collection and Disposal), section(s)]:~~

- ~~{(a) Section 287-4 (Accumulation of refuse and noxious plants on vacant lots);~~
- ~~{(b) Section 287-9 (Accumulation of refuse and swill);~~
- ~~{(c) Section 287-13 (Dumping prohibited);~~
- ~~{(d) Section 287-17 (Burning of refuse, rubbish and other materials prohibited);~~
- ~~{(e) Section 287-19 (Depositing litter in public places);~~
- ~~{(f) Section 287-21 (Litter from vehicles);~~
- ~~{(g) Section 287-22 (Litter prohibited; litter receptacles);~~
- ~~{(h) Section 287-23 (Use of litter receptacles);~~
- ~~{(i) Section 287-24 (Vehicles to be loaded to prevent littering);~~
- ~~{(j) Section 287-25 (Littering in parks);~~
- ~~{(k) Section 287-26 (Materials not permitted in litter receptacles);~~

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT), ARTICLE IX (DEPARTMENT OF PUBLIC WORKS) OF THE JERSEY CITY MUNICIPAL CODE AMENDING THE DIVISION OF NEIGHBORHOOD IMPROVEMENT

- ~~(l)~~ Section 287-27 (Handbills); and
~~(m)~~ Section 287-31 (Persons authorized to enforce provisions).]

(a) Article I (Storage, Collection and Disposal), section(s):

- [a] Section 287-3 (Storage of refuse);
- [b] Section 287-4 (Accumulations of refuse and noxious plants on vacant lots);
- [c] Section 287-6 (Private disposal of refuse);
- [d] Section 287-7 (Precollection procedures);
- [e] Section 287-8 (Refuse receptacles, approved containers and plastic bags);
- [f] Section 287-9 (Accumulations of refuse and swill);
- [g] Section 287-10 (Duties of owners and tenants);
- [h] Section 287-11 (Disposal of hazardous refuse);
- [i] Section 287-12 (Demolition containers and dumpsters);
- [j] Section 287-13 (Dumping prohibited);
- [k] Section 287-15 (Removal of material dumped illegally);
- [l] Section 287-16 (Persons permitting illegal dumping);
- [m] Section 287-17 (Burning of refuse, rubbish and other materials prohibited);
- [n] Section 287-18 (Licensed solid waste disposal facilities);
- [o] Section 287-19 (Depositing litter in public places);
- [p] Section 287-20 (Owners of business premises: food refuse);
- [q] Section 287-21 (Litter from vehicles);
- [r] Section 287-22 (Litter prohibited: litter receptacles);
- [s] Section 287-23 (Use of litter receptacles);
- [t] Section 287-24 (Vehicles to be loaded to prevent littering);
- [u] Section 287-25 (Littering in parks);
- [v] Section 287-26 (Materials not permitted in litter receptacles);
- [w] Section 287-27 (Handbills);
- [x] Section 287-28 (Duties of building owners and lessees).

(3) Chapter 173 (Retail Florists), section(s):

- (a) Section 173-3 (Sale of cut flowers prohibited without proper refrigeration).

(4) Chapter 245 (Peddling, Soliciting and Canvassing), Article I (Licensing of Peddlers), section(s):

- (a) Section 245-8 (Articles not to be sold).

(5) Chapter 287-41 to 287-49 (Recycling).

~~[D]~~E. Graffiti removal services:

- (1) Remove graffiti from municipal, commercial and residential dwellings;
- (2) Provide all personnel needed to perform the services and purchase (and maintain in good repair) any capital equipment as is reasonably necessary to carry out its obligations;

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT), ARTICLE IX (DEPARTMENT OF PUBLIC WORKS) OF THE JERSEY CITY MUNICIPAL CODE AMENDING THE DIVISION OF NEIGHBORHOOD IMPROVEMENT

- (3) Maintain accurate records concerning the cost of labor and materials it expends in order to remove graffiti from each privately-owned residential dwelling and forward a statement of costs to the Tax Collector so as to enable the City to file a lien and seek reimbursement for such costs from the private owners. The owner of record shall be entitled to a written notice of the order to remove graffiti, which notice shall be delivered to the owner by certified and regular mail and provide for 90 days to remove the graffiti from the date the notice is sent. The notice shall contain a form to be utilized by the property owner to inform the City that the graffiti has been removed. The owner may object to the order of removal within 30 days of the date of the order. If the owner does not remove the graffiti, present the owner with an itemization of cost by certified mail and if unpaid, the governing body may assess the cost as a municipal lien, all in accordance with N.J.S.A. 40:48-2.59.

§3-70.2. Through §3-71.8. No Change.

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect subject to the terms of this ordinance at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in [brackets] are omitted. For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

4/20/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

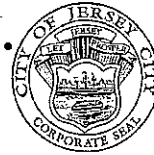
Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-054
TITLE: 3.G APR 26 2017 4.F MAY 10 2017

Ordinance amending and supplementing Chapter 3 (Administration of Government), Article IX (Department of Public Works) of the Jersey City Municipal Code amending the Division of Neighborhood Improvement.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 26 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 10 2017 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAY 10 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 26 2017

Adopted on second and final reading after hearing on MAY 10 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 10 2017

Robert Byrne, City Clerk
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President
Date MAY 10 2017

APPROVED:

Steven M. Fulop, Mayor
Date MAY 12 2017

Date to Mayor MAY 11 2017

City Clerk File No. Ord. 17-055

Agenda No. 3. H 1st Reading

Agenda No. 4. G. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-055

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 188 (HOUSING ACCOMMODATIONS) OF THE JERSEY CITY MUNICIPAL CODE TO IMPLEMENT ARTICLE I (HOUSING ACCOMMODATIONS) AND ARTICLE II (AFFORDABLE HOUSING), REGULATING AFFORDABLE HOUSING CREATED AS A CONDITION OF A TAX EXEMPTION, AS A CONDITION OF A REDEVELOPMENT PLAN, OR AS A CONDITION OF RECEIVING A GRANT FROM THE AFFORDABLE HOUSING TRUST FUND, AND ESTABLISHING A PREFERENCE FOR JERSEY CITY RESIDENTS FOR SUCH HOUSING

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

WHEREAS, Jersey City is in need of more affordable housing; and

WHEREAS, affordable housing is often created as a condition of tax exemptions, as a condition of receiving permission to build within a specific redevelopment plan area, or as a condition of receiving a grant from the Affordable Housing Trust Fund; and

WHEREAS, the City must establish clear policies regarding the development of new affordable housing created pursuant to these conditions and it must have an office dedicated to administering these policies moving forward; and

WHEREAS, it is in the City's best interest that the City's new affordable housing policies establish a clear preference for Jersey City Residents to be able to take advantage of these affordable housing opportunities as they become available.

NOW, THEREFORE, BE IT ORDAINED by the Council of Jersey City that:

A. The following amendments and supplements to Chapter 188 (Housing Accommodations) Article II (Affordable Housing) are hereby adopted:

CHAPTER 188
Housing Accommodations and Affordable Housing Compliance
ARTICLE I
Housing Accommodations

§188-1. Through §188-6. No Change.

ARTICLE II
Affordable Housing

§188-7. - Definitions.

The following words and terms, when used in this Article, shall have the following meanings unless the context clearly indicates otherwise.

ACT – The Fair Housing Act, N.J.S.A. 52-27D-301 et seq.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 188 (HOUSING ACCOMMODATIONS) OF THE JERSEY CITY MUNICIPAL CODE TO IMPLEMENT ARTICLE I (HOUSING ACCOMMODATIONS) AND ARTICLE II (AFFORDABLE HOUSING), REGULATING AFFORDABLE HOUSING CREATED AS A CONDITION OF A TAX EXEMPTION, AS A CONDITION OF A REDEVELOPMENT PLAN, OR AS A CONDITION OF RECEIVING A GRANT FROM THE AFFORDABLE HOUSING TRUST FUND, AND ESTABLISHING A PREFERENCE FOR JERSEY CITY RESIDENTS FOR SUCH HOUSING

AFFIRMATIVE MARKETING PLAN (AMP) – The plan for marketing the affordable housing units as set forth herein.

AFFORDABLE – A sales price or rent within the means of a low- or moderate-income household as defined herein.

AFFORDABILITY CONTROLS – May include maximum sale and rental prices, maximum resale prices, dispute resolution, use of deed restrictions and disposition covenants, terms of the Affordable Housing Agreement, and any other information that the City deems necessary to ensure that all low- or moderate-income housing units under this Ordinance remains affordable to eligible applicants.

AFFORDABLE HOUSING – Residential units that have been restricted for occupancy by households whose combined annual income for all members does not exceed 80% of the area median income level for Hudson County as adjusted for households of the same size, as established by the Department of Housing and Urban Development.

AFFORDABLE HOUSING AGREEMENT (AHA) – The written agreement between the Developer/owner of an affordable housing unit or units and the City which imposes restrictions on the units to ensure that they remain affordable to households of low and moderate income as defined herein, for a specified period of time and which is recorded with the deed to the unit in the office of the County Register.

ANNUAL INCOME – Income as defined in 24 CFR Part 5 of the U.S. Department of Housing and Urban Development (HUD)'s General HUD Program Requirements.

APPLICATION FOR AFFORDABLE HOUSING – The application forms to occupy an affordable housing unit in the format approved by the Corporation Counsel and made available by a Developer to potential occupants.

AREA MEDIAN INCOME – The median income levels as established by the U.S. Department of Housing and Urban Development for Jersey City, NJ HUD Metro FMR Area, adjusted for household size.

DEVELOPER – Any person or corporate entity that has built or is selling affordable housing units.

DIRECTOR – The Director of the Office of Tax Abatement and Compliance or his or her designee.

HOUSEHOLD – The person whose name is recorded on the unit's lease.

LOW INCOME – The combined annual income for all members of a household which total does not exceed 50% of the HUD area median income for Jersey City, NJ HUD Metro FMR Area as adjusted for households of the same size, as established by the U.S. Department of Housing and Urban Development.

LOW-INCOME HOUSING – Residential units that are municipally mandated to be built by the Developer as a condition of receiving a tax exemption, or as a condition of a redevelopment area or redevelopment plan, and that have been restricted for occupancy by households whose combined annual income qualifies as "low income" as defined in this ordinance.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 188 (HOUSING ACCOMMODATIONS) OF THE JERSEY CITY MUNICIPAL CODE TO IMPLEMENT ARTICLE I (HOUSING ACCOMMODATIONS) AND ARTICLE II (AFFORDABLE HOUSING), REGULATING AFFORDABLE HOUSING CREATED AS A CONDITION OF A TAX EXEMPTION, AS A CONDITION OF A REDEVELOPMENT PLAN, OR AS A CONDITION OF RECEIVING A GRANT FROM THE AFFORDABLE HOUSING TRUST FUND, AND ESTABLISHING A PREFERENCE FOR JERSEY CITY RESIDENTS FOR SUCH HOUSING

MANUAL – The document entitled “The Regulations Governing Municipally-Mandated Affordable Housing” promulgated by the Office of Tax Abatement and Compliance containing all affordable housing regulations pursuant to this Ordinance.

MODERATE INCOME – Combined annual income for all members of a household which total is greater than 50% but does not exceed 80% of the HUD area median income for Jersey City, NJ HUD Metro FMR Area as adjusted for households of the same size, as established by the U.S. Department of Housing and Urban Development.

MODERATE-INCOME HOUSING – Residential units that are required as a condition of receiving a tax exemption, or as a condition of a redevelopment plan, and that have been restricted for occupancy by households whose combined annual income qualifies as “moderate income” as defined in this Ordinance.

OFFICE – Shall mean the Office of Tax Abatement and Compliance.

OPEN APPLICATION PERIOD – The thirty-day (30) period of time during which a Developer must publicize the availability of any unoccupied affordable housing units.

RESIDENT – Shall any person who currently lives in Jersey City and who has lived in Jersey City for the previous twelve (12) months.

TENANT – An applicant who has been approved to occupy a affordable housing unit for rent, subject to the signing of a lease and the payment of any required security deposit.

UNIT – Shall mean an affordable housing unit(s).

§188-8. Purpose and General Provisions.

The purpose of this Ordinance is to regulate affordable housing created as a condition of receiving a tax exemption, as a condition of a redevelopment plan, or as a condition of receiving a grant from the Affordable Housing Trust Fund. This Ordinance also establishes a preference for Jersey City Residents for such affordable housing.

Except when otherwise stated, the affordability controls required by a redevelopment plan in effect prior to the approval of this Ordinance will govern. Except when otherwise stated, the affordability controls required of any affordable housing units that receive funds and/or subsidies from any of the following state and/or federal programs including the Department of Housing and Urban Development’s HOME, CDBG, Section 8 Rental Certificate, and Housing Choice Voucher Programs; the Federal Low-Income Housing Tax Credit Program as administered by the New Housing and Mortgage Finance Agency; and the New Jersey Department of Community Affairs’ Section 8 Housing Choice Voucher Program, shall govern.

§188-9. Duties of the Office of Tax Abatement and Compliance.

The Office of Tax Abatement and Compliance shall be responsible for the administration of this Ordinance and shall monitor compliance with all Affordable Housing Agreements. The Office shall also be responsible for the following:

- A. Promulgation of the Affordable Housing Manual.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 188 (HOUSING ACCOMMODATIONS) OF THE JERSEY CITY MUNICIPAL CODE TO IMPLEMENT ARTICLE I (HOUSING ACCOMMODATIONS) AND ARTICLE II (AFFORDABLE HOUSING), REGULATING AFFORDABLE HOUSING CREATED AS A CONDITION OF A TAX EXEMPTION, AS A CONDITION OF A REDEVELOPMENT PLAN, OR AS A CONDITION OF RECEIVING A GRANT FROM THE AFFORDABLE HOUSING TRUST FUND, AND ESTABLISHING A PREFERENCE FOR JERSEY CITY RESIDENTS FOR SUCH HOUSING

The Office shall promulgate a manual entitled "The Regulations Governing Municipally-Mandated Affordable Housing" which shall include the forms and documents required for all affordable housing applications. The Office shall update the Manual on a regular basis. The Manual shall be available to the public and shall be on file in the Office of the City Clerk.

B. Recordkeeping.

The Office shall maintain a comprehensive recordkeeping system of each development that contains affordable housing units including the size of each unit, improvements, if any, the names of occupants and any other such information as required by the Manual. The Office has the right to review all records and files kept by any Developer related to affordable housing.

C. Reviewing Affirmative Marketing Plans and Annual Reports.

The Office shall review each Developer's Affirmative Marketing Plan and any reports or submissions required of Developers by the Manual.

D. Conduct Determination Appeals.

The Office is empowered hear appeals of applicants regarding their eligibility in accordance with the procedures set forth in the Manual.

§188-10. Duties of the Developer.

Developers, as defined herein shall:

A. Maintain Quarterly Affordable Units Lists and an Affordable Unit Waiting List.

The Developer shall submit a list of all affordable housing units in each of the Developer's developments on a quarterly basis, noting which units are unoccupied and available for rent or purchase and a waiting list for all affordable housing units in each development, on a quarterly basis. The Developer shall not accept any Applications for Affordable Housing outside of the Open Application Period.

B. Develop an Affirmative Marketing Plan for unoccupied units.

The Developer shall submit an Affirmative Marketing Plan for any affordable housing units in any of the Developer's properties that are unoccupied and available for rent or purchase. Once an affordable unit(s) receives its Certificate of Occupancy, the Developer shall create an Affirmatives Marketing Plan for that unit(s) and submit the Affirmative Marketing Plan to the Director.

C. Provide an Annual Report.

The Developer shall submit an Annual Report which shall include a list of affordable housing units in each of the Developer's developments that are unoccupied and available for rent or purchase; a list of affordable housing units in each of the Developer's developments that are occupied; a list of total units in each of the Developer's developments which include affordable housing; and a waiting list for all affordable housing units in each development.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 188 (HOUSING ACCOMMODATIONS) OF THE JERSEY CITY MUNICIPAL CODE TO IMPLEMENT ARTICLE I (HOUSING ACCOMMODATIONS) AND ARTICLE II (AFFORDABLE HOUSING), REGULATING AFFORDABLE HOUSING CREATED AS A CONDITION OF A TAX EXEMPTION, AS A CONDITION OF A REDEVELOPMENT PLAN, OR AS A CONDITION OF RECEIVING A GRANT FROM THE AFFORDABLE HOUSING TRUST FUND, AND ESTABLISHING A PREFERENCE FOR JERSEY CITY RESIDENTS FOR SUCH HOUSING

D. Maintain affordability controls.

The Developer shall comply with the affordability controls prescribed in the Affordable Housing Agreement, which may include but are not limited to, maximum sale and rental prices, maximum resale prices, dispute resolution and use of deed restrictions and disposition covenants.

E. Non-discrimination.

Marketing to and placement of tenants in affordable housing units shall be in compliance with all applicable federal, state and local laws related to fair housing rules. Income review, applicant eligibility review, and placement procedures shall not discriminate against any person on the basis of race, religion, national origin, sex, sexual orientation, health status, source of income such as disability insurance, social security, TANF, or any other basis prohibited by federal, state or local law.

F. Public Information.

The Developer must make its Affirmative Marketing Plan and Quarterly Affordable Units Lists available to the public consistent with the manner prescribed in the Manual and consistent with all pertinent laws and regulations. Published notices of availability must be translated into the top five languages spoken in Jersey City public schools as specified in the Manual.

G. Confidentiality.

The applicant shall be advised that all information and material provided as part of the Application for Affordable Housing and Income Review process shall be kept confidential and shall be used by the Developer, mortgage lenders and City agencies and departments only as needed to determine the applicant's eligibility for affordable housing. Information will not be disclosed to any other parties without the written permission of the applicant.

§188-11. Jersey City Resident Preference.

Preference in marketing, sale, or rental of affordable housing units shall be given to those classes of individuals defined as Residents herein. If affordable housing units become available for which there are no applicants who are residents, then the Developer must create a waiting list of nonresidents until such time as all affordable housing units are filled.

§188-12. Affordable Housing Agreement.

A. General Provisions.

The following provisions shall be part of all Affordable Housing Agreements:

1. Each affordable housing unit shall be restricted by an Affordable Housing Agreement (AHA), signed by the Developer/owner and the City's Business Administrator, which shall mandate that the unit remain affordable to low-/moderate-income households for a set term of years.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 188 (HOUSING ACCOMMODATIONS) OF THE JERSEY CITY MUNICIPAL CODE TO IMPLEMENT ARTICLE I (HOUSING ACCOMMODATIONS) AND ARTICLE II (AFFORDABLE HOUSING), REGULATING AFFORDABLE HOUSING CREATED AS A CONDITION OF A TAX EXEMPTION, AS A CONDITION OF A REDEVELOPMENT PLAN, OR AS A CONDITION OF RECEIVING A GRANT FROM THE AFFORDABLE HOUSING TRUST FUND, AND ESTABLISHING A PREFERENCE FOR JERSEY CITY RESIDENTS FOR SUCH HOUSING

2. Upon resale of an affordable housing unit, a new AHA must be created and signed by the Developer/owner and the City's Business Administrator, which shall mandate that the unit remain affordable to low-/moderate-income eligible households for the remaining term of affordability.
3. The AHA shall address occupancy requirements and require that all affordable housing units remain the primary residence of the Household of record listed on the lease.
4. The AHA shall address resale of units (if applicable), pricing of resale units (if applicable), recertification of tenants, and removal or reclassification of tenants for non-eligibility.
5. All AHAs, deeds, and mortgages, as necessary, must be written in the form approved by the Corporation Counsel.

B. Term.

The AHA shall contain an expiration date at which time the unit shall no longer be subject to the affordability restrictions.

C. Deeds.

Any master deed that includes affordable housing units subject to this Ordinance shall reference the affordable housing unit(s) and the AHA(s). A copy of the recorded deed and the AHA(s) for each unit shall be filed with the Office of Tax Abatement and Compliance.

D. Certificate of Occupancy.

No Certificate of Occupancy shall be issued for an affordable housing unit unless the Director shall certify that the sale or rental complies with the terms of this agreement and these regulations and has executed the AHA for that unit.

§188-13. Applicant eligibility determination procedures.

Prospective applicants for affordable housing must demonstrate to the Developer adequate documentation of low- or moderate- income status as set forth in the Manual.

Appeals by applicants.

If an applicant contests a decision by the Developer regarding income classification or denial or revocation of certification, then the applicant shall have the right to appeal such decision to the Director of Tax Abatement and Compliance. The Director may, at his or her discretion, conduct a hearing about the dispute following the procedures set forth in the Manual.

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 188 (HOUSING ACCOMMODATIONS) OF THE JERSEY CITY MUNICIPAL CODE TO IMPLEMENT ARTICLE I (HOUSING ACCOMMODATIONS) AND ARTICLE II (AFFORDABLE HOUSING), REGULATING AFFORDABLE HOUSING CREATED AS A CONDITION OF A TAX EXEMPTION, AS A CONDITION OF A REDEVELOPMENT PLAN, OR AS A CONDITION OF RECEIVING A GRANT FROM THE AFFORDABLE HOUSING TRUST FUND, AND ESTABLISHING A PREFERENCE FOR JERSEY CITY RESIDENTS FOR SUCH HOUSING

§188-14. Violation, default and remedies.

Upon a violation of any of the provisions of the Affordable Housing Agreement, the deed, the mortgage or this Ordinance, the Director of Tax Abatement and Compliance shall give written notice to the Developer specifying the nature of the violation and require corrective action within a reasonable period of time as set forth in the Manual. If the Developer does not reply or correct the violation within the time specified, the Director may declare the Developer in default and seek any remedy available to the City at law in a Court of competent jurisdiction.

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect subject to the terms of this ordinance at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

4/20/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 188 (HOUSING ACCOMMODATIONS) OF THE JERSEY CITY MUNICIPAL CODE TO IMPLEMENT ARTICLE I (HOUSING ACCOMMODATIONS) AND ARTICLE II (AFFORDABLE HOUSING), REGULATING AFFORDABLE HOUSING CREATED AS A CONDITION OF A TAX EXEMPTION, AS A CONDITION OF A REDEVELOPMENT PLAN, OR AS A CONDITION OF RECEIVING A GRANT FROM THE AFFORDABLE HOUSING TRUST FUND, AND ESTABLISHING A PREFERENCE FOR JERSEY CITY RESIDENTS FOR SUCH HOUSING

Initiators

Department/Division	Office of the Municipal Council	Council at Large
Name/Title	Daniel Rivera	Councilman at Large
Phone/email	201-547-5319	drivera@cnj.org

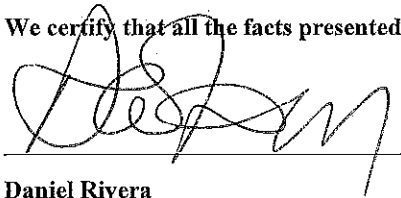
Department/Division	Office of the Municipal Council	Ward F
Name/Title	Jermaine Robinson	Councilman, Ward F
Phone/email	201-547-5338	jdrobinson@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance amends Chapter 188 to create compliance policies for affordable housing created as a condition of receiving a tax exemption, as a condition of receiving permission to build within a specific redevelopment plan area, or as a condition of receiving a grant from the Affordable Housing Trust Fund. It also establishes a clear preference for Jersey City Residents to be able to take advantage of these affordable housing opportunities as they become available.

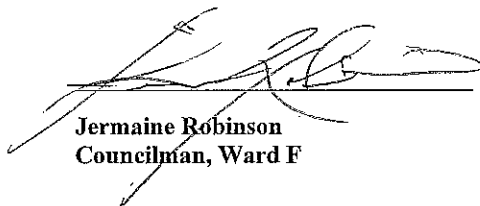
We certify that all the facts presented herein are accurate.



Daniel Rivera
Councilman at Large

April 20, 2017

Date



Jermaine Robinson
Councilman, Ward F

April 20, 2017

Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-055
TITLE: 3.H APR 26 2017 4.G MAY 10 2017

Ordinance amending and supplementing Chapter 188 (Housing Accommodations) of the Jersey City Municipal Code to implement Article 1 (Housing Accommodations) and Article II (Affordable Housing), regulating affordable housing created as a condition of a tax exemption, as a condition of a Redevelopment Plan, or as a condition of receiving a grant from the Affordable Housing Trust Fund, and establishing a preference for the Jersey City Residents for such housing.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 26 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAY 10 2017 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

YVONNE BRICER
TRACEY FELDER
LAWREN WASHINGTON
MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE MAY 10 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 26 2017
Adopted on second and final reading after hearing on MAY 10 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on MAY 10 2017

Robert Byrne, City Clerk
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando B. Lavarro, Jr., Council President
Date MAY 10 2017

APPROVED:

Steven M. Fulop, Mayor
Date MAY 12 2017

Date to Mayor MAY 11 2017